

H-2A Agricultural Clearance Order  
Form ETA-790A  
U.S. Department of Labor



**A. Job Offer Information**

1. Job Title * <b>General Farm Labor/ Harvesting</b>							
2. Workers Needed *		a. Total	b. H-2A Workers	Period of Intended Employment			
		<b>66</b>	<b>66</b>	3. First Date * <b>6/23/2023</b>		4. Last Date * <b>8/8/2023</b>	
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Anticipated days and hours of work per week (an entry is required for each box below) *							7. Hourly Work Schedule *
<b>35</b>	a. Total Hours	<b>6</b>	c. Monday	<b>6</b>	e. Wednesday	<b>6</b>	g. Friday
<b>0</b>	b. Sunday	<b>6</b>	d. Tuesday	<b>6</b>	f. Thursday	<b>5</b>	h. Saturday
							a. <b>7</b> : <b>00</b> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
							b. <b>1</b> : <b>00</b> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
<b>Temporary Agricultural Services and Wage Offer Information</b>							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.)							
<p>General farm labor which includes : corn detasseling ,corn pollination, maintenance . Worker will walk down the aisles between the plants in the corn fields, for the purpose of detasseling seed corn, remove rogue plants, weeds, and volunteer corn plants from seed corn production fields and hand weeding , weeds must be dug up below soil surface.</p> <p>The worker in order to perform this kind of work must be able to walk miles per day while pulling the tassel from each corn stalk, must be able to work long hours a least 6 hours a day in all kinds of weather, hot humid weather, rain and be exposed to pollen the whole day and be in possession of the requisite strength and durance, working quickly and skillfully with their hands. Assigned duties as instructed by their supervisor.</p> <p>Mano de obra agrícola en general que incluye: despanojado de maíz, polinización de maíz, mantenimiento. El trabajador caminará por el pasillos entre las plantas en los campos de maíz, con el fin de desespigar semillas de maíz, eliminar plantas rebeldes, malas hierbas,</p> <p>y plantas de maíz voluntarias de campos de producción de semillas de maíz y deshierbe manual, las malezas deben desenterrarse debajo de la superficie del suelo. El trabajador para realizar este tipo de trabajo debe ser capaz de caminar millas por día mientras tira de la borla de cada tallo de maíz, debe poder trabajar muchas horas al menos 6 horas al día en todo tipo de clima, clima cálido y húmedo, lluvia y ser expuesto al polen todo el día y estar en posesión de la fuerza y la duración requeridas, trabajando rápidamente y hábilmente con sus manos. Deberes asignados según las instrucciones de su supervisor.</p>							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$	
<b>\$ 17 . 34</b>		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		<b>\$ .</b>			
9. Is a completed <b>Addendum A</b> providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? *							<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A
10. Frequency of Pay: * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify): <u>N/A</u>							
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.)							
<b>See Addendum C</b>							

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**B. Minimum Job Qualifications/Requirements**

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *		3. Training: number of <u>months</u> required. *	0
4. Basic Job Requirements (check all that apply) §			
<input type="checkbox"/> a. Certification/license requirements		<input checked="" type="checkbox"/> f. Exposure to extreme temperatures	
<input type="checkbox"/> b. Driver requirements		<input checked="" type="checkbox"/> g. Extensive pushing or pulling	
<input type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> h. Extensive sitting or walking	
<input type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> i. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>20</u> lbs.		<input checked="" type="checkbox"/> j. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §
6. Additional Information Regarding Job Qualifications/Requirements. * (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " <b>NONE</b> " below) No Consumption of alcohol All tools, supplies, and equipment will be provided at no cost to the worker to perform job duties.			

**C. Place of Employment Information**

1. Place of Employment Address/Location *			
43.174388, -89.910913			
2. City *	3. State *	4. Postal Code *	5. County *
Arena	Wisconsin	53560	Iowa
6. Additional Place of Employment Information. (If no additional information, enter " <b>NONE</b> " below) *			
NONE			
7. Is a completed <b>Addendum B</b> providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A

**D. Housing Information**

1. Housing Address/Location *			
3658 WI-23			
2. City *	3. State *	4. Postal Code *	5. County *
DODGEVILLE	Wisconsin	53533	Iowa
6. Type of Housing (check only one) *		7. Total Units *	8. Total Occupancy *
<input type="checkbox"/> Employer-provided (including mobile or range) <input checked="" type="checkbox"/> Rental or public		7	28
9. Identify the entity that determined the housing met all applicable standards: *			
<input checked="" type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other (specify): _____			
10. Additional Housing Information. (If no additional information, enter " <b>NONE</b> " below) *			
The employer will utilize the housing as a designated pickup location.			
11. Is a completed <b>Addendum B</b> providing additional information on housing that will be provided to workers attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A

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**E. Provision of Meals**

1. Describe how the employer will provide each worker with three meals per day or furnish free and convenient cooking and kitchen facilities. \*

(Please begin response on this form and use Addendum C if additional space is needed.)

The employer will provide three meals per day (breakfast,lunch,dinner)and will be charged the workers up to \$15.46 per day , subject to change with publication of new rates by the USDOL Office of Foreign Labor Certification

in the Federal Register. 3658 WI-23,Dodgeville, WI 53533 and 715 Broadway Ave, Wisconsin Dells, WI 53965 -Hotel

Free transportation in an approved vehicle will be provided at least once each week for workers to purchase food

and go to the grocery store.

El patrón proporcionará tres comidas por día (desayuno, almuerzo, cena) y cobrará a los trabajadores hasta \$15.46 por día.

Sujeto a cambios con la publicación de nuevas tarifas por parte de la Oficina de Certificación Laboral Extranjera del USDOL

en el Registro Federal. 3658 WI-23,Dodgeville, WI 53533 and 715 Broadway Ave, Wisconsin Dells, WI 53965 -Hotel

Se proporcionará transporte gratuito en un vehículo aprobado al menos una vez por semana para que los trabajadores compren alimentos. y la tienda de come

2. The employer: \*

☐ **WILL NOT** charge workers for meals.

☒ **WILL** charge each worker for meals at \$ 15 . 46 per day, if meals are provided.

**F. Transportation and Daily Subsistence**

1. Describe the terms and arrangements for daily transportation the employer will provide to workers. \*

(Please begin response on this form and use Addendum C if additional space is needed.)

See Addendum C

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). \*

(Please begin response on this form and use Addendum C if additional space is needed.)

See Addendum C

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker \*

a. no less than

\$ 15 . 46

per day \*

b. no more than

\$ 59 . 00

per day with receipts

**G. Referral and Hiring Instructions**

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1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer (or the employer's authorized hiring representative), methods of contact, and the days and hours applicants will be considered for the job opportunity. \*

(Please begin response on this form and use Addendum C if additional space is needed.)

See Addendum C

2. Telephone Number to Apply \*  
+1 (863) 673-2446

3. Extension §  
N/A

4. Email Address to Apply \*  
nl.harvesting@gmail.com

5. Website Address (URL) to Apply \*  
N/A

**H. Additional Material Terms and Conditions of the Job Offer**

1. Is a completed **Addendum C** providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? \*

☒ Yes ☐ No

**I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders**

By virtue of my signature below, I **HEREBY CERTIFY** my knowledge of and compliance with applicable Federal, State, and local employment-related laws and regulations, including employment-related health and safety laws, and certify the following conditions of employment:

- JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an *H-2A Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR part 653, subpart F and the requirements set forth in 20 CFR 655, subpart B. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR part 655, subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
- NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all places of employment for which the employer is requesting temporary agricultural labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
- HOUSING FOR WORKERS:** Employer agrees to provide or secure housing for the H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, and/or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations or public housing are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).  
*Request for Conditional Access to Intrastate or Interstate Clearance System:* Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, and/or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the employer provides evidence that housing has been inspected and approved or, in the case of rental or public accommodations, is otherwise in full compliance.
- WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
- EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f), .210(d), or .302(c).



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6. **MEALS:** Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.122(g). When a charge or deduction for the cost of meals would bring the worker's wage below the minimum wage set by the FLSA at 29 U.S.C. 206, the charge or deduction must meet the requirements of 29 U.S.C. 203(m) of the FLSA, including the recordkeeping requirements found at 29 CFR 516.27.

For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

7. **TRANSPORTATION AND DAILY SUBSISTENCE:** Employer agrees to provide the following transportation and daily subsistence benefits to eligible workers.

A. *Transportation to Place of Employment (Inbound)*

If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker came to work for the employer to the employer's place of employment, whether in the U.S. or abroad. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will be less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

B. *Transportation from Place of Employment (Outbound)*

If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).

If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's place of employment to such subsequent employer's place of employment, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's place of employment to such subsequent employer's place of employment, the subsequent employer must provide or pay for such expenses.

The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the employer's obligation to hire U.S. workers who apply or are referred after the employer's date of need during the recruitment period set out in 20 CFR 655.135(d). 20 CFR 655.122(h)(2).

C. *Daily Transportation*

Employer agrees to provide transportation between housing provided or secured by the employer and the employer's place(s) of employment at no cost to the worker. 20 CFR 655.122(h)(3).

D. *Compliance with Transportation Standards*

Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.104 or 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

8. **THREE-FOURTHS GUARANTEE:** Employer agrees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).





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If the worker voluntarily abandons employment before the end of the period of employment set forth in the job order, or is terminated for cause, and the employer follows the notification requirements in 20 CFR 655.122(n), the worker is not entitled to the three-fourths guarantee. The employer is not liable for payment of the three-fourths guarantee to an H-2A worker whom the Department of Labor certifies is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CFR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

**Important Note:** In circumstances where the work contract is terminated due to contract impossibility under 20 CFR 655.122(o), the three-fourths guarantee period ends on the date of termination.

9. **EARNINGS RECORDS:** Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. The records must include each worker's permanent address, and, when available, permanent email address, and phone number(s). All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).

10. **HOURS AND EARNINGS STATEMENTS:** Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) if piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

For workers engaged in the herding or production of livestock on the range, the employer is exempt from recording and furnishing the hours actually worked each day, the time the worker begins and ends each workday, as well as the nature and amount of work performed, but otherwise must comply with the earnings records and hours and earnings statement requirements set out in 20 CFR 655.122(j) and (k). The employer agrees to keep daily records indicating whether the site of the employee's work was on the range or off the range. If the employer prorates a worker's wage because of the worker's voluntary absence for personal reasons, it must also keep a record of the reason for the worker's absence. 20 CFR 655.210(f).

11. **RATES OF PAY:** The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), a prevailing wage rate, the agreed-upon collective bargaining rate, the Federal minimum wage, or the State minimum wage, whichever is highest, for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing wage rate, Federal minimum wage, State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest. If the applicable AEWR or prevailing wage is adjusted during the contract period, and that new rate is higher than the highest of the AEWR, the prevailing wage, the collective bargaining rate, the Federal minimum wage, or the State minimum wage, the employer will increase the pay of all employees in the same occupation to the higher rate no later than the effective date of the adjustment. If the new AEWR or prevailing wage is lower than the rate guaranteed on this job order, the employer will continue to pay at least the rate guaranteed on this job order.

If the worker is paid on a piece rate basis, the piece rate must be no less than the prevailing piece rate for the crop activity or agricultural activity and, if applicable, a distinct work task or tasks performed in that activity in the geographic area, if one has been issued. At the end of the pay period, if the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).

For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer guarantees that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).

12. **FREQUENCY OF PAY:** Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).
13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE:** If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, the employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the U.S. Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the *Federal Register*, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract after the worker fails to show up for work at the regularly scheduled time for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).
14. **CONTRACT IMPOSSIBILITY:** The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable



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to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).

The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's place of employment if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's place of employment to the subsequent employer's place of employment. 20 CFR 655.122(h)(2).

15. **DEDUCTIONS FROM WORKER'S PAY:** Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).
16. **DISCLOSURE OF WORK CONTRACT:** Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer or who does not require a visa for entry to the United States, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the work contract at minimum will be the terms of this clearance order, including all Addenda, the certified *H-2A Application for Temporary Employment Certification* and any obligations required under 8 U.S.C. 1188, 29 CFR part 501, or 20 CFR part 655, subpart B. 20 CFR 655.122(q).
17. **ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:**
- A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated first date of need, unless the employer has amended the first date of need at least 10 business days before the original first date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., email notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended first date of need expeditiously. 20 CFR 653.501(c)(3)(i).
- If there is a change to the anticipated first date of need, and the employer fails to notify the OHO at least 10 business days before the original first date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated first date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(3)(5).
- B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).
- C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).
- D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).
- E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).
- F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

*I declare under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and/or any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. §§ 2, 1001.*

1. Last (family) name * Martinez JR	2. First (given) name * JORGE	3. Middle initial § L
4. Title * President		

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<p>5. Signature (or digital signature) *</p> <p>Digital Signature Verified and Retained By <i>Certifying Officer</i></p>	<p>6. Date signed *</p> <p>4/27/2023</p>
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.



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**A.9. Additional Crop or Agricultural Activities and Wage Offer Information**

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
WC	Detassel Corn	\$ 70 . 00	Piece Rate	Detassel Corn: \$70.00 per clean acre divided by amount of workers (to be paid at \$40 for 1st pass, \$20 for second pass, \$10 for 3rd pass); \$17.34 per hour guaranteed (minimum 0.10 acres per hour).DSP LLC
WC	Detassel Corn / Rogueing	\$ 17 . 34	Hour	corn detasseling ,corn pollination , rouging ,remove rogue plants, weeds, and volunteer corn plants from seed corn,all is paid by hr at Biddick & Hartung.
WC	Rogueing	\$ 17 . 34	Hour	rouging ,remove rogue plants, weeds, from seed corn,all is paid by hr at DSP LLC
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		

**For Public Burden Statement, see the Instructions for Form ETA-790/790A.**



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**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Diversified Seed Producers LLC	43.728460, -89.742463 Dell Prairie, WI , Wisconsin 53965 ADAMS	43.942729, -89.782807 43.945003, -89.614948 44.122227, -89.762781 43.998068, -89.795055 43.837950, -89.621455 43.830638, -89.612549 44.045421, -89.623440 44.045622, -89.631302 43.919587, -89.624993 44.044891, -89.644721 44.041633, -89.645636 44.041714, -89.653462 43.702336, -89.733595 43.771240, -89.700056 43.830696, -89.886946 43.831143, -89.896547 43.820119, -89.881086 43.912631, -89.700075 44.070972, -89.881485 44.078993, -89.883273 43.723770, -89.745647 43.902913, -89.640252 43.791757, -89.	6/23/2023	8/8/2023	39
Diversified Seed Producers LLC	44.05829, -89.56906 Coloma, WI , Wisconsin 54930 WAUSHARA	44.033292, -89.421620 44.025830, -89.419641 44.050796, -89.579628 44.050008, -89.572024 44.025675, -89.577264 44.025590, -89.584678 44.108581, -89.457794 44.079344, -89.590549 44.078245, -89.595427 44.072669, -89.593277 44.01881, -89.59283 44.03002, -89.56814 44.03687, -89.56728 44.04113, -89.56085 44.05073, -89.50499 44.05835, -89.59464 44.05835, -89.58966 44.05292, -89.58597 44.05095, -89.56246 44.05125, -89.55301 44.05835, -89.55293 44.07031, -89.58057 44.06674, -89.58288 44.06489, -89.55765	6/23/2023	8/8/2023	39
BIDDICK INC	43.174388, -89.910913 ARENA , Wisconsin 53560 IOWA		6/23/2023	8/8/2023	15
BIDDICK INC	43.180138, -89.828674 Mazomanie, Wisconsin 53560 DANE		6/23/2023	8/8/2023	15
BIDDICK INC	42.848519, -90.927195 Beetown, WI, Wisconsin 53802 GRANT		6/23/2023	8/8/2023	15
BIDDICK INC	43.165559, -90.651658 Boscobel, Wisconsin 53805 GRANT		6/23/2023	8/8/2023	15
BIDDICK INC	43.184873, -90.567303 Blue River, Wisconsin 53518 GRANT		6/23/2023	8/8/2023	15
BIDDICK INC	42.925878, -90.430239 Livingston, Wisconsin 53554 GRANT		6/23/2023	8/8/2023	15
Hartung Brothers, Inc.	43.12'22.12" N & 90.11'51.09" W BUENA VISTA , Wisconsin 53581 RICHLAND		6/23/2023	8/8/2023	12
Hartung Brothers, Inc.	42.35'54.03" N & 88.59'33.61" W LA PRAIRIE, Wisconsin 53511 ROCK	42.35'54.03" N & 88.59'33.61" W 42.36'24.39" N & 89.00'06.76" W 42.36'15.04" N & 88.55'24.94" W 42.35'50.80" N & 88.55'58.48" W	6/23/2023	8/8/2023	12

**D. Additional Housing Information**



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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Hartung Brothers, Inc.	43.12'21.76" N & 90.10'58.32" W SPRING GREEN , Wisconsin 53588 SAUK	43.11'12.63" N & 90.04'42.42" W 43.13'06.91" N & 90.08'59.83" W 43.11'49.86" N & 90.06'13.23" W 43.11'03.58" N & 90.03'06.80" W 43.11'22.97" N & 90.02'48.55" W 43.11'51.69" N & 90.08'00.13" W 43.12'35.79" N & 90.08'17.59" W 43.12'25.14" N & 90.04'40.87" W 43.40'45.77" N & 90.03'22.09" W 43.12'22.37" N & 90.06'48.92" W 43.12'22.17" N & 90.10'22.55" W 43.16'41.39" N & 89.44'39.16" W 43.20'11.54" N & 89.45'33.44" W 43.19'45.56" N & 89.44'58.81" W 43.08'25.00" N & 89.44'45.92" W 43.20'24.63" N & 89.45	6/23/2023	8/8/2023	12
Hartung Brothers, Inc.	43.10'33.71" N & 89.58'32.11" W ARENA , Wisconsin 53503 IOWA	43.11'23.09" N & 89.59'05.00" W 43.11'18.63" N & 89.58'31.58" W 43.10'19.76" N & 90.00'19.75" W 43.09'40.69" N & 89.55'35.21" W 43.10'48.10" N & 89.54'47.76" W 43.10'14.33" N & 89.59'08.03" W 43.11'00.29" N & 89.59'43.41" W 43.10'58.32" N & 90.00'18.71" W 43.11'18.82" N & 89.59'43.18" W 43.09'15.00" N & 89.58'14.44" W 43.10'05.17" N & 89.56'32.14" W 43.10'29.81" N & 89.53'35.39" W 43.11'00.74" N & 89.56'13.65" W 43.10'05.08" N & 89.56'59.67" W 43.10'29.65" N & 89.53'02.24" W 43.11'01.42" N & 89.	6/23/2023	8/8/2023	12

D. Additional Housing Information



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1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
<input type="checkbox"/> Employer-provided <input checked="" type="checkbox"/> Rental or public accommodations	3658 WI - 23 DODGEVILLE, Wisconsin 53533 IOWA		7	28	<input checked="" type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input checked="" type="checkbox"/> Rental or public accommodations	715 BROADWAY WISCONSIN DELLS , Wisconsin 53965 COLUMBIA		10	40	<input checked="" type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____

**For Public Burden Statement, see the Instructions for Form ETA-790/790A.**

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**H. Additional Material Terms and Conditions of the Job Offer**

*a. Job Offer Information 1*

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * The employer will make the following deductions from the worker's wages: FICA taxes and federal income tax withholdings as required by Federal, State, and local law , housing damages  El patrón har las siguientes deducciones del salario del trabajador: impuestos FICA y retenciones de impuestos federales sobre la renta según lo exigen las leyes federales, estatales y locales, daños a la vivienda.			

*b. Job Offer Information 2*

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Referral and Hiring Instructions: Interstate applicants should contact their nearest career center (also known as American Job Centers) for referral. Telephone or in person interview of referred workers will be accepted from 7 a.m. to 3 p.m. Eastern, Monday - Thursday @ 863-673-2246, ask for Jorge Luis Martinez JR. Resumes and applications can be faxed to 239-265-1229. For referrals from beyond normal commuting distance, an application may be sent to the employer or a telephone interview may be requested. Prior to referral, each worker should either read or have read to them a copy of the Job Offer and that they understand all terms and conditions of employment as noted in the order. All workers should also be advised that they will be expected to work for the total period of employments noted in the Job Order and should be available to work in any one of the listed job activities at the discretion of the employer. Applicants must be 18 years or older. Workers should bring with them original documentation of identity and eligibility documents (original documentation), sufficient to complete the I-9 form. A copy of the work contract or a copy of the ETA 790 in lieu of a work contract. Instrucciones de referencia y contratación: solicite la oportunidad de trabajo en la oficina de espera de pedidos (DEO) centro de carreras más cercano para referencia. Los solicitantes interestatales deben comunicarse con su centro de carreras más cercano (también conocido como American Job Centers) para referencia. Se realizará una entrevista telefónica o en persona con los trabajadores referidos, aceptado desde las 7 a.m. a las 3 p.m. Hora del Este, Lunes - Jueves @ 863-673-2246, pregunte por Jorge Luis Martinez JR. Los currículos y las solicitudes se pueden enviar por fax al 239-265-1229. Para referencias desde más allá de la distancia normal de viaje, una solicitud puede enviarse al empleador o puede solicitarse una entrevista telefónica. Antes de la derivación, cada trabajador debe leer o que se les haya leído una copia de la oferta de trabajo y que comprendan todos los términos y condiciones de empleo como se indica en la orden. También se debe informar a todos los trabajadores que se espera que trabajen para el periodo total de empleos anotados en la orden de trabajo y debe estar disponible para trabajar en cualquiera de los trabajos enumerados actividades a discreción del empleador. Los solicitantes deben tener 18 años o más. Los trabajadores deben traer consigo documentación original de identidad y documentos de elegibilidad (documentación original), suficiente para completar el I-9 forma. Copia del contrato de trabajo o copia de la ETA 790 en lugar de contrato de trabajo.			

**For Public Burden Statement, see the Instructions for Form ETA-790/790A.**



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**H. Additional Material Terms and Conditions of the Job Offer**

c. Job Offer Information 3

1. Section/Item Number *	<b>F.1</b>	2. Name of Section or Category of Material Term or Condition *	<b>Daily Transportation</b>
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>Free transportation will be provided from the housing to the work site and return to housing each day. Transportation meets the requirements of applicable Federal, State and local laws regulations and coverage throughout the period of employment. Se proporcionar transporte gratuito desde la vivienda hasta el lugar de trabajo y de regreso a la vivienda todos los días. El transporte cumple con los requisitos de las leyes federales, estatales y locales vigentes.</p>			

d. Job Offer Information 4

1. Section/Item Number *	<b>F.2</b>	2. Name of Section or Category of Material Term or Condition *	<b>Inbound/Outbound Transportation</b>
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>After a worker has completed fifty percent of the work contract period, the employer will reimburse the worker for the cost of transportation and subsistence from the place the worker came from to the place of work, if such costs are borne by the worker. Después de que un trabajador haya cumplido el cincuenta por ciento del periodo del contrato de trabajo, el empleador reembolsar al trabajador los gastos de transporte y manutención desde el lugar del trabajador provena del lugar de trabajo,</p>			

**For Public Burden Statement, see the Instructions for Form ETA-790/790A.**



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**H. Additional Material Terms and Conditions of the Job Offer**

e. Job Offer Information 5

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>In order to perform this kind of work must be able to work outside for at least six-6 hours a day in all kinds of weather and be in possession of the requisite strength and endurance, working quickly and skillfully with their hands. Detasseling corn: Workers must comprise the ability to interpret the difference between male and female seed plants. Workers are required to remove all tassels from female rows of corn at the minimum rate of 0.10 acres per hour. If a worker does not detassel at the minimum rate of 0.10 acres per hour they will slow down the productivity of other workers who will have to account for the ineffective workers' negligence. It is important to pull tassels in atimely fashion to avoid the production of pollen. If pollen is allowed to be produced the crop will be jeopardized. Tassels must be pulled straight out of the top of the corn plant, leaving all leaves with the plant. Workers are required to scan each row high and low to make certain all tassels are removed. In some fields, a cutter machine will cut the tips of the tassels from the female plants, followed by a puller machine that will go through and pull 40% - 85% of the tassels. Detassellers will then go through the fields to remove the remaining partial tassels that are not missed by the machine. Detassellers must remove 99. 7% - 100% of the tassels in the female rows to discourage a female corn plant from pollinating itself. Meaning that crews can only miss three (3) of every one thousand (1,000) plants before the job is deemed complete. When a worker misses more than three (3) tassels of everyone thousand (1000) plants an inspector will deem the job a failure, requesting that workers re-inspect the field to confirm the removal of missed tassels. If the worker is not mindful and removes leaves unnecessarily or does not entirely remove tassels the crop will be harmed. Consequently, if workers are not cognizant of the noted standards one must maintain to detassel corn the crop will be damaged and adversely affect productivity.</p> <p>Quality Checker: The worker may be asked to check the quality by moving down a row checking quality to ensure that all seed tassels were sufficiently removed. They will report issues to the supervisor. Fields at DSP, LLC</p>			

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duites /Deberes de Trabajo in spanish
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Para realizar este tipo de trabajo debe ser capaz de trabajar al aire libre durante al menos 6-6 horas al da en todo tipo de clima y estar en posesin de la fuerza y resistencia necesarias, trabajando con rapidez y destreza con sus manos. Despanojado de maz: Los trabajadores deben comprender la capacidad de interpretar la diferencia entre plantas de semillas masculinas y femeninas. Se requiere que los trabajadores retiren todas las panojas de las hileras femeninas de maz a una tasa mnima de 0.10 acres por hora. Si un trabajador no desespiga a la tasa mnima de 0.10 acres por hora, disminuir la productividad de otros trabajadores que tendrn que dar cuenta de la negligencia de los trabajadores ineficaces. Adems, un trabajador que se mueva a un ritmo de menos de 0.10 acres por hora no cumplir con el salario mnimo federal estndar. Il es importante arrancar las panojas en el momento oportuno para evitar la produccin de polen. Si se permite que se produzca polen, se pondr en peligro la cosecha. Las espigas se deben sacar directamente de la parte superior de la planta de maz, dejando todas las hojas con la planta. Se requiere que los trabajadores escaneen cada fila hacia arriba y hacia abajo para asegurarse de que se eliminen todas las borlas. En algunos campos, una mquina cortadora cortar las puntas de las panojas de las plantas femeninas, seguida de una mquina extractora que atravesar y arrancar entre el 40 % y el 85 % de las panojas. Luego, los desespigadores revisarn los campos para eliminar las espigas parciales restantes que no se pasan por alto. la mquina. Los desespigadores deben eliminar el 99,7 % - 100 % de las panojas en las filas femeninas para evitar que una planta de maz femenina se polinice a s misma. Lo que significa que las cuadrillas solo pueden pasar por alto tres (3) de cada mil (1000) plantas antes de que el trabajo se considere completo. Cuando un trabajador pierde ms de tres (3) espigas de cada mil (1000) plantas, un inspector considerar que el trabajo ha fallado y solicitar que los trabajadores vuelvan a inspeccionar el campo para confirmar la eliminacin de las espigas perdidas. Si el trabajador no est atento y quita las hojas innecesariamente o no quita las panojas por completo, la cosecha se ver perjudicada. En consecuencia, si los trabajadores no conocen los estndares anotados que se deben mantener para despanojar el maz, la cosecha se daar y afectar adversamente la productividad. Verificador de calidad: se le puede pedir al trabajador que verifique la calidad movindose hacia abajo en una fila verificando la calidad para asegurarse de que todas las espigas de semillas se hayan eliminado lo suficiente. Informarn de los problemas al supervisor. Campos en DSP, LLC</p>			

**For Public Burden Statement, see the Instructions for Form ETA-790/790A.**

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**H. Additional Material Terms and Conditions of the Job Offer**

*g. Job Offer Information 7*

1. Section/Item Number *	<b>F.2</b>	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation - Inbound/Outbound Con't
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Upon completion of the work contract, the employer will pay economic costs of a worker's subsistence and return transportation to the place of recruitment, except when the worker will not be returning to the place of recruitment due to subsequent employment with another employer who agrees to pay such costs, the employer will then only pay for the transportation to the next job. The amount of such transportation payment will be equal to the worker's actual transportation costs not to exceed the most economical and reasonable common carrier transportation charges for the distance involved. The employer reserves the right to charter or to otherwise arrange transportation to the point of recruitment, or to offer any combination of payment, chartered and/or arranged transportation to the point of recruitment. If the employer arranges transportation, and the worker does not use that transportation, the worker will be reimbursed only the cost of the employer arranged transportation. Employees eligible for reimbursement under the program will be provided subsistence reimbursement. The amount of subsistence payment shall be no less than the amount permitted under the current Consumer Price Index as indicated in 20 CFR 655.122(h)(l). The current minimum subsistence rate is \$15.46 per day for 2023. The employer will provide transportation and subsistence under this agreement to the workers whose services are no longer required for reasons beyond the control of the employer due to fire, hurricane, or other Acts of God which makes fulfillment of the contract impossible, with the exception if a worker is displaced by a U.S. worker under the Fifty Percent Rule. This benefit does not apply to workers who voluntarily quit employment before the end of the contract, miss 5 consecutive workdays without the employer's consent that constitutes abandonment of employment, or who are terminated for cause. The employer will notify the Department of Labor if an employee has abandoned the job or has been terminated for cause.</p>			

*h. Job Offer Information 8*

1. Section/Item Number *	<b>F.2</b>	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>NL Harvesting, Inc will provide or pay for charter bus services or other modes of transportation to groups of workers or permit workers to select any means of transportation they choose and reimburse workers at no less than the most economical and reasonable common carrier transportation charges for the distances involved.</p> <p>NL Harvesting, Inc. proporcionar o pagar los servicios de autobs chrter u otros modos de transporte para grupos de trabajadores o permitir que los trabajadores seleccionen cualquier medio de transporte que elijan y reembolsar a los trabajadores por no menos de lo ms econmico y cargos razonables de transporte de transporte comn para las distancias involucradas.</p>			

**For Public Burden Statement, see the Instructions for Form ETA-790/790A.**

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**H. Additional Material Terms and Conditions of the Job Offer**

*i. Job Offer Information 9*

1. Section/Item Number *	<b>F.1</b>	2. Name of Section or Category of Material Term or Condition *	<b>Daily Transportation - Daily Transportation</b>
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Will transport workers in bus owned by NL Harvesting, Inc : capacity is 66, it is authorized for use under a valid Farm Labor Contractor Certificate of Registration with daily transportation at no cost to workers. It's available to workers who do not reside in employer-provided housing.			

*j. Job Offer Information 10*

1. Section/Item Number *	<b>B.6</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Requirements - Wages Con't</b>
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * **Please note that if the worker is paid a piece rate for any of these activities, the worker will be guaranteed the pay rate that is the highest of the AEWR, the prevailing hourly wage or piece rate, the agreed-upon collective bargaining wage, or the Federal or State minimum wage, except where a special procedure is approved for an occupation or specific class of agricultural employment.*** The productivity wage rate is calculated by multiplying the piece rate by the number of units harvested. In all cases, the guarantee of not less than the AEWR of /hour for all hours worked in the payroll period will apply. These minimum rates may be adjusted upward at the sole discretion of the employer to account for adverse conditions. If the worker's piece rate earnings for a pay period result in average hourly earnings of less than the guaranteed minimum, the worker will be provided make-up pay to the guaranteed minimum rate. All farm work activities other than piece rate harvest will be paid based on the hourly rate specified above. The employer will make the following deductions from the worker's wages: FICA taxes and federal income tax withholdings as required by Federal, State, and local law for applicable domestic workers, cash advances and repayment of loans, repayment of overpayment of wages to the worker, recovery of any loss to the employer due to the worker's damage (beyond normal wear and tear) or loss of equipment or damage to housing where it is shown that the worker is responsible and any other deductions expressly authorized by the worker in writing. No deductions will be made which would bring the employee's hourly wage below the Federal Minimum Wage. The employer will not guarantee to pay the worker a bonus but reserves the right to optionally offer a bonus if exceptional job performance is exhibited.			

**For Public Burden Statement, see the Instructions for Form ETA-790/790A.**



H-2A Agricultural Clearance Order  
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U.S. Department of Labor

**H. Additional Material Terms and Conditions of the Job Offer**

k. Job Offer Information 11

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Wages Con't spanish
3. Details of Material Term or Condition (up to 3,500 characters) * **Tenga en cuenta que si al trabajador se le paga a destajo por cualquiera de estas actividades, se le garantizar al trabajador la tasa de pago que sea la ms alta de AEWR, el salario por hora prevaeciente o la tarifa a destajo, el salario acordado en la negociacin colectiva. , o el salario mnimo federal o estatal, excepto cuando se apruebe un procedimiento especial para una ocupacin o clase especifica de empleo agrcola.*** La tasa salarial de productividad se calcula multiplicando la tarifa por pieza por el nmero de unidades cosechadas. En todos los casos, se aplicar la garanta de no menos del AEWR de /hora por todas las horas trabajadas en el perodo de nmina. Estas tarifas mnimas pueden ajustarse hacia arriba a discrecin exclusiva del empleador para tener en cuenta las condiciones adversas. Si las ganancias a destajo del trabajador durante un perodo de pago dan como resultado un promedio de ganancias por hora inferior al mnimo garantizado, se le proporcionar al trabajador un pago de compensacin hasta la tarifa mnima garantizada. Todas las actividades de trabajo agrcola que no sean la cosecha a destajo se pagarn segn la tarifa por hora especificada anteriormente. El empleador har las siguientes deducciones del salario del trabajador: impuestos FICA y retenciones de impuestos federales sobre la renta segn lo exigen las leyes federales, estatales y locales para los trabajadores domsticos correspondientes, adelantos en efectivo y reembolso de prstamos, reembolso del sobrepago de salarios al trabajador, recuperacin de cualquier prdida para el empleador debido a daos del trabajador (ms all del desgaste normal) o prdida de equipo o daos a la vivienda cuando se demuestre que el trabajador es responsable y cualquier otra deduccin autorizada expresamente por el trabajador por escrito. No se realizarn deducciones que hagan que el salario por hora del empleado sea inferior al salario mnimo federal. El empleador no garantizar el pago de una bonificacin al trabajador, pero se reserva el derecho de ofrecer opcionalmente una bonificacin si exhibe un desempleo laboral excepcional.			

l. Job Offer Information 12

1. Section/Item Number *	A	2. Name of Section or Category of Material Term or Condition *	Piece Rate Units/Special Pay Information
3. Details of Material Term or Condition (up to 3,500 characters) * Detassel Corn: \$70.00 per clean acre divided by amount of workers (to be paid at \$40 for 1st pass, \$20 for second pass, \$10 for 3rd pass); \$17.34 per hour guaranteed (minimum 0.10 acres per hour)DSP LLC); The average worker can complete one acre in 3.65 hours. The first pass usually takes roughly 2 hours which results in an hourly rate of \$40.00/hour. The second pass usually takes 1 hour which results in an hourly rate of \$20.00/hour. The last pass takes roughly a half-hour which results in an hourly rate of \$17.54.			

**For Public Burden Statement, see the Instructions for Form ETA-790/790A.**